


भारत का राजपत्र
The Gazette of India

असाधारण

EXTRAORDINARY

भाग I—खण्ड 1

PART I—Section 1

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

सं० 122]

नई दिल्ली, मंगलवार, अगस्त 5, 1969 आश्विन 14, 1891

No. 122]

NEW DELHI, TUESDAY, AUGUST 5, 1969/SRAVANA 14, 1891

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed
as a separate compilation.

MINISTRY OF FOREIGN TRADE & SUPPLY

PUBLIC NOTICE

IMPORT TRADE CONTROL

New Delhi, the 5th August 1969

SUBJECT:—*Licensing conditions for imports under the U.K./India ICICI Loan of 1968.*

No. 130-ITC(PN)/69.—The terms and conditions governing the issuance of import licences under the U.K./India ICICI Loan of 1968 as given in Appendix to this Public Notice are notified for information of the trade.

APPENDIX

Licensing conditions for U.K./India ICICI Loan 1968

All contracts invoices and/or contract certificates pertaining to the transactions under the licence should be marked with the name of the loan and also the import licence No. in full with date.

2. No remittance of foreign exchange is permitted against this import licence except UK bank charges which may be remitted through normal banking channels. Any payment towards Indian Agent's commission should be made in Indian

Rupees to the agents in India. Such payments, however, will form part of the licence value and will, therefore, be charged to the licence.

3. The licence will be issued with an initial validity period of 3 months. Firm orders, on CIF or C & F basis, must be placed on the suppliers in UK (which expression includes the channel Islands and the Isle of Man) within three months from the date of issue of the import licence. Licences may be submitted for revalidation to cover shipments, with documentary proof of firm orders having been placed and showing the contractual date(s) of shipment(s). If orders cannot be placed within three months, the licence should be submitted for revalidation *during the 4th month* giving the reasons for the delay in placing orders and indicating the date by which orders would be placed. Such requests will be considered on merits by the CCI & E in consultation with the Ministry of Finance (Department of Economic Affairs), where necessary.

4. All payments must be completed within one month after expiry of licence. Individual payments must be arranged upon shipment of goods. No credit facility of any kind will be permitted.

5. *Special points to be incorporated in the orders/contracts. Origin of goods:—*

(i) While placing firm orders/contracts, the licensee must ensure by a provision in the same that the goods purchased are or will be wholly produced or manufactured in the UK, or in the case of Chemicals and allied products, goods which are duly declared to be of UK Origin on the form attached as Annexure VIII Appendix 'C' (Chemical). When the contract also provides for works and services in connection with the purchase of such goods it must similarly be ensured by a suitable provision therein that such works and services are or will be provided by persons ordinarily resident or carrying on business in the U.K.

(ii) A clause should be included in the contract to the effect that the contract is subject to and will become effective with the acceptance of the Ministry of Overseas Development of the U.K. Government to the payments being met out of the U.K. Credits.

(iii) It should be provided in the contract that the contract, Contract certificate, invoice and payment certificates should indicate the complete licence No. & date and the name of the loan.

(iv) *Payments:*

Payments to the U.K. Suppliers can be arranged only in the manner prescribed in para 7 below, and on production of documents specified in para 8; the payment and documentation procedure should be appropriately incorporated in the contract.

6. *Contract Acceptances: Notification of contracts and amendments thereto.—*

Within a fortnight of placing of contracts, the licensee should forward copies of the contract or notification of contract Annexure VII, to the Industrial Credit and Investment Corporation of India Ltd. (ICICI for short) 163, Back bay Reclamation, Bombay 20 BR accompanied by 5 copies of the "Contract Certificate" from the U.K. Channel Islands or Isle of Man Contractor **IN THE FORM ATTACHED ANNEXURE VI, VIII Appendix 'C' or Appendix 'C' (Chemicals)** duly signed by him. The ICICI will send two copies of the contract or "Notification of Contract" duly counter signed by them and three copies of the "contract certificate" to the Chief Accounting Officer, High Commission of India, London, for obtaining the acceptance of the Ministry of Overseas Development of the U.K. Government to the payments under the contract being made out of the U.K. Credit. (Simultaneously, one set of documents would be sent by ICICI to the Ministry of Finance Department of Economic Affairs, Economic Aid Accounts Branch New Delhi). As soon as possible after the acceptance of the U.K. Government to the contract is obtained, or, if such approval is not granted by U.K. Government the licensee and the ICICI will be informed of the same directly by the Chief Accounting Officer, High Commission of India, London.

The contract, as accepted by the Ministry of Overseas—Development of the U.K. Government will then be eligible for payments (by letters of credits) out of the Credit. As no payments can be made unless the contract is accepted by the U.K. Government and the Letter of Credit is established thereafter in favour of

the supplier, it is most imperative for the licensee to ensure that copies of contracts/notifications along with supplier's—"contract certificates" are forwarded to the ICICI at the earliest. For this purpose, the "Contract Certificates" should be arranged to be obtained from the suppliers promptly at the time of acceptance of each contract.

If at any time a contract (being a contract in respect of which acceptance of U.K. Government has been obtained or is pending) is amended, or if Liability is incurred or is to be incurred thereunder to a greater amount than the amount specified in the "Contract Certificate", the licensee should promptly forward to the ICICI, the relevant supplementary or revised documents, copies of amendments to contracts and revised "Contract Certificates"—so as to enable them to notify the same to the U.K. Govt. for obtaining their acceptance. Notification of such amendments is very important, because the U.K. Govt. will make payments under a contract from time to time only to the extent the contract has been accepted by them.

As soon as acceptance to an amendment to the contract/order is obtained from the U.K. Govt. the licensee and the ICICI will be notified of the same in the same manner as was done for the contract.

Important Notes:—

- (i) While forwarding the above documents to the ICICI it must be ensured that complete licence No. and date and loan No. are clearly noted in the documents.
- (ii) If, in any case, contract is placed on Indian Agent of the foreign supplier, the contract with the Agent should indicate the name and address of the U.K. Supplier to who payment is to be made for the Sterling portion of the contract, which alone will qualify for payment under the loan. Copies of such contracts (or of contracts placed by Indian Agents with U.K. Suppliers, if there are such separate contracts) should be sent as prescribed above.

1. Payments against I/L-Letter of Credit Procedure.—

(1) (a) Payments to UK Suppliers shall be arranged by importers by opening irrevocable Letters of Credit (upto the value of contracts accepted by MOD) in favour of the suppliers by any of the Exchange Banks in India with one of the correspondent Banks in U.K. Such Letters of Credit would provide for payments to the suppliers on submission of certain prescribed documents (detailed in para 8 below) and would be opened subject to the condition that the correspondent banks in UK would, after making payments to the beneficiaries initially out of their own funds obtain reimbursement therefor, from the State Bank of India, London, through the Chief Accounting Officer to the High Commission for India, London.

(b) The detailed procedure for opening of said letters of credit will be as follows:

- (1) After receipt of 'Contract Acceptance' intimations from CAO, London, *vide* para 6 above and completion of legal formalities between the licensee and the ICICI the latter will authorise the licensee to request the Ministry of Finance (Department of Economic Affairs) for a letter of authorisation for opening a letter of credit. The request for the letter of authorisation for opening a letter of Credit should be addressed by the licensee to the Senior Accounts Officer, Economic Aid Accounts, Ministry of Finance (Department of Economic Affairs), Jeevan Deep Building, Parliament Street, New Delhi, within three weeks after obtaining suitable revalidation of import licence *vide* para 3 above. The application should be in the form in Annexure I and should be accompanied by a Guarantee from the ICICI in the form in Annexure II. The application should also indicate specifically the name and address of the UK Bank with which the letter of credit is to be established. The Guarantee from ICICI should be for the full value of the import licence plus one per cent thereof. The Guarantee should be executed on a non-judicial stamp paper, the value of the stamp being adjudicated by the Collector of Stamps in accordance with the provisions of Section 31 of the Stamp Act, 1899.

(2) If the application is found to be in order, the Ministry of Finance, Department of Economic Affairs, will issue an authorisation for the requisite amount to the importer and the Indian bank concerned, indicating, *inter-alia*, the name of the UK Bank with whom Letter of Credit in favour of UK suppliers should be opened. The Department of Economic Affairs will also advise the UK Bank concerned suitably and also the ICICI and the C.A.O. London. But this advice to the U.K. Bank will be sent to the Indian Bank alongwith their copy of the authorisation letter, who should then transmit it to the UK Bank while opening the letters of Credit. The Letter of Credit should be opened within three weeks from the date of issue of the authorisation under intimation to the Ministry of Finance failing which the authorisation shall lapse. The Letter of Credit opened by the Indian Bank on the designated UK Bank against the letter of Authorisation issued by Ministry of Finance should detail the conditions to which the licence is subject and call for the submission of all the documents detailed in para 8 below. It should also contain adequate instructions regarding the despatch of documents after payment. The requests for opening Letters of Credit by Indian Banks must accord completely with the authorisation for opening Letters of Credit issued by the Ministry of Finance. There should be no discrepancies in any respect.

(3) Within seven days of the receipt of non-negotiable import documents from the UK Bank, the ICICI will deposit into Government account, the cost of imports in rupees at the rate of Rs. 18.18 per £ 1.00 plus interest charges at 6 per cent per annum for the period from the date of payment to the UK suppliers by UK Bank to the date of deposit of the rupee equivalent.

(4) The amount referred to above should be deposited by the ICICI to the credit of the Government of India in the Reserve Bank of India, New Delhi or the State Bank of India Delhi or if it is not feasible remitted by means of Demand Draft drawn on and in favour of the State Bank of India, Tis-Hazari Branch, Delhi. Thereafter, the Treasury Challan evidencing the deposit shall be sent by registered post to the Senior Accounts Officer, Ministry of Finance, Department of Economic Affairs, Economic Aid Accounts Section, Jeevan Deep Building, Parliament Street, New Delhi, indicating references to and enclosing copies of the invoices/shipping documents and the authorisation of that Department to which the transaction relates. The ICICI shall also on demand by the Government of India arrange deposit within seven days in the Reserve Bank of India, New Delhi/State Bank of India, Delhi or if it is not feasible by means of a Demand Draft Drawn on the State Bank of India, Tis-Hazari Branch, Delhi, of such additional amount on account of Service Charges as may be demanded by the Government of India.

NOTE: ICICI should also fill in, in duplicate, the Form "S" incorporated in Annexure II of the Public Notice No. 184-ITC(PN)/68 dated 30th August, 1968 and present the same to the Bank while arranging for rupee deposits in accordance with the procedure prescribed in the said Public Notice.

5. After the obligations in terms of the Guarantee and the Letter of Credit authorisation issued by the Ministry of Finance are fulfilled, the ICICI can apply to the Senior Accounts Officer, Economic Aid Accounts Section, Ministry of Finance, Department of Economic Affairs, for the release of the Guarantee. The application must be made by the ICICI (not by the importers) and must be in the form laid down in Annexure V.

NOTE—(i) The rate of exchange viz. £1—Rs. 18.18 mentioned above is the prevailing composite rate of exchange and any change in the same will be notified as and when decided upon by the Government of India.

(ii) The amounts including interest charges to be deposited to the Credit of the Government of India shall be creditable under the Head of Accounts "Deposits and Advances—Part II—Deposits—Deposits not bearing interest—

c. Other deposits accounts—Civil Deposits—Deposits for purchase abroad from UK—Purchases under UK Loan—Purchases under UK/India ICICI Loan, 1968" and the Accountant General, Central Revenues, New Delhi shall be shown as the accounts officer who will adjust these credits.

8. Documentation.—

(a) The importer is responsible to see that the U.K. Supplier completes and submits the documents detailed in (B) below and Annexure III to the U.K. Bank at the time of opening of L/C and also at the time of claiming payment for the goods supplied. Each document must show the loan number, details of import licence and, if possible, the Ministry of Finance Letter of Credit authorisation particulars.

(b) While opening Letters of Credits, which can be only upto the values of contracts accepted by MOD the authorised bank in India, on behalf of the importer, will be required to incorporate the following conditions in the Letters of Credit or their forwarding instructions to the correspondent bank in U.K. The Letter of Credit will be clearly marked with the Loan title and with the ODM contract Acceptance number.

(i) Attach five blank copies of "Payment Certificates" in the Form in Annexure IX (Appendix E) for completion by the suppliers (Not required in respect of contracts for which a contract certificate (chemicals) in the form at Annexure VIII has been provided.)

(ii) Provided, in the Letter of Credit, that, as and when goods are shipped, and payment therefor falls due, the supplier shall present to the U.K. Bank, the following documents:—

(a) The original invoice with four photo copies or copies made by any other process.

(b) Four copies of the Payment Certificate in the form shown in Appendix E duly signed by the supplier.

(iii) *Instructions regarding disposal of documents, after payments.*—After payments, the correspondent bank would claim reimbursement of the amounts paid (by submitting payment certificates Annexure—IX—Appendix E, where appropriate—and invoices received from suppliers from CAO, London, who would arrange payment to them through State Bank of India, London. Simultaneously, they would send by Air Mail, the original negotiable set of documents, along with a statement of their sterling Bank charges, to the Indian Bank opening the L/C and two sets of non-negotiable documents to ICICI. The Indian Bank will remit the Bank charges to the U.K. Bank concerned and recover the same from the importer.

9. Refunds from U.K. Suppliers.—

If any money is received by the Licensee from the U.K. Supplier or a guarantor (insurance company etc.) as a refund or in settlement of insurance claim etc., such amounts should be arranged to be refunded by the supplier to the concerned correspondent Bank in U.K. (from where the payment was initially received under L/C) with instructions to refund the amount, in turn, to CAO, London for crediting the loan Account. After the loan amount is so credited, an equivalent amount in rupees will be arranged to be refunded to the importer by the Ministry of Finance, upon receipt of claim therefor from the importer. If any refund is received after the close of the loan, the same will have to be made by the supplier direct to the importer.

As and when any such refund is received, a report thereof should also be made to the Ministry of Finance, with a copy to the Ministry of Industrial Development Internal Trade and Company Affairs, (Department of Industrial Development), Foreign Exchange Section, Udyog Bhavan, New Delhi.

10. Reports on ordering and utilisation of licence.—

A monthly report, in the form attached in Annexure IV showing the utilisation status of the licence, should be furnished to the Ministry of Finance, Department of Economic Affairs, Economic Aid Accounts Branch, New Delhi, until the licence is fully utilised with a copy to the ICICI and also to the Ministry of Industrial Development, Internal Trade and Company Affairs, Department of Industrial Development, Foreign Exchange Credit Section, Udyog Bhavan, New Delhi.

11. Notifying Supplier.—

The licensee should apprise the supplier of any special provision in the import licence which may effect the suppliers in carrying out the transaction.

12. Disputes.—

It should be understood that the Government of India will not undertake any responsibility for disputes, if any, that may arise between the licensee and the suppliers.

13. Future Instructions.—

The licensee shall promptly comply with any directions, instructions or orders issued by the Government regarding any and all matters arising from or pertaining to the import licence and for meeting all obligations under the credit agreement.

14. *Breach of Violation.*—

Any breach or violation of conditions set forth in the above clauses will result in appropriate action under the Imports and Exports (Control) Act.

15. *List of Annexures by Titles.*—

Annexure I—Form of Application for Letter of Credit Authorisations.

Annexure II—Guarantee Form.

Annexure III—Documents required from suppliers.

Annexure IV—Monthly Report on ordering and utilisation of I/L.

Annexure V—Form of application for release of Guarantee.

Annexure VI—Contract certificate (Appendix C).

Annexure VII—Contract Notification (Appendix B).

Annexure VIII—Contract Certificate (Chemicals) Appendix C (Che.)

Annexure IX—Payment Certificate (Appendix 'E').

ANNEXURE I

Form of Application for Letter of Credit Authorisation

To

The Senior Accounts Officer,
Economic Aid Accounts Section,
Ministry of Finance,
(Department of Economic Affairs),
Jeevan Deep Building,
Parliament Street,
New Delhi.

Sub:—Import of from U.K. under U.K. Loan.

Sir,

In connection with the Import of from U.K. against the above U.K. Loan, we furnish the following particulars to enable you to issue us authorisation for opening a letter of Credit through our bankers on the U.K. Bank (designated by the licensee).

(a) Particulars of Import licence.

No. & Date	Value	Date upto which valid.
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(Rs.)

(b) Sterling value of licence.

Calculated at £ 1 per Rs. 18.

(c) Sterling value of the orders placed for which authorisation is required specifying the name and address of the U.K. supplier/suppliers and the amounts of authorisations required separately against each suppliers (copy of orders placed and U.K. suppliers' acceptance thereof to be attached).

(d) Name of U.K. Correspondent Bank who will advise the letter of credit. The Guarantee furnished by ICICI and which has been duly adjudicated by the Collector in accordance with the provisions of section 31 of the Stamp Act, 1899 is attached.

Yours faithfully,

(Signature of the Licensee and full address).

ANNEXURE II

Form of Guarantee

To

The President of India,
Through Secretary to the Govt. of India,
Ministry of Finance,
(Department of Economic Affairs),
New Delhi.

Sir,

In consideration of the President of India hereinafter referred to as 'the Government' having agreed to arrange for payment in foreign currency of the price of goods to be imported by

(i)	} Individual/partners working under the name and style of M/s.
(ii)	
(iii)	
(iv)	
(Name(s) & address(es))	

*Messrs. a company having its registered office at in the State of hereinafter referred to as the 'Importers' under Import Licence No. dated granted for rupees, We, hereby guarantee that we shall arrange deposit to the credit of the Government in the Reserve Bank of India, New Delhi/State Bank of India, Tis Hazari Branch, Delhi or by means of Demand Draft drawn on and in favour of State Bank of India, Tis Hazari Branch, Delhi (for Credit to the Central Government account) to be forwarded to the said Tis Hazari Branch.

(i) Within seven days of the receipt of advice of payment with shipping documents from the U.K. Banks, of rupee equivalent of the invoice price representing the sterling disbursements made by the U.K. Banks under the letter of Credit established by us against the letter of Credit authorisation issued by Ministry of Finance at the rate of Rs. 18.18 £ 1.00 along with interest thereon at six per cent per annum from the date of payment to U.K. suppliers to the date of deposit of rupee equivalent. We note that this rate of conversion is subject to revision if and when the IMF parity rate undergoes a change.

(ii) Within seven days of the demand by the Government of such additional amount as may be demanded by the Government as being due on account of service charges.

2. We, agree and undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

3. The guarantee herein contained shall not be affected by any change in the constitution of the Importers or of our Institution.

4. The Government shall have the fullest liberty without affecting this guarantee to vary any of the terms of the Import Licence detailed above or to extend the time for payment by the Importers from time to time or to postpone for any time and from time to time any of the powers exercisable by it against the importers and we, shall not be released from our liability under this guarantee by any exercise by the Government of the liberty with reference to the amount aforesaid or by reason of any such variation or extension of time being given to the Importers or any forbearance, act or omission on the part of the Government of any indulgence by the Government to the importer or by any of the matters or things whatsoever which under the law relating to sureties shall but for this provision have the effect of so releasing us from our such liability.

3. Our liability under this bond/guarantee is restricted to Rs. (plus interest and service charges as aforesaid) and it will remain in force till the ** day of (month) 196 . Unless claims under the bond/guarantee are made in writing within six months of this date and unless a suit or action to enforce these claims is commenced within an other six months thereafter i.e., upto.....all Government rights under this bond/guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.

Yours faithfully,

Place : _____

Date : _____

Signature of the Authorised Officer of the I.C.I.C.I.

(The Guarantee is to be executed on a non-judicial Stamp Paper, the value of the stamp being adjudicated by the Collector in accordance with the Provisions of Section 31 of the India Stamp Act, 1899.)

* Strike out which is not applicable.

** This date shall be arrived at by adding one month to the date by which all payments are expected to be finalised.

ANNEXURE III

Documents Required from Supplier

(duly signed)

Supplier's invoice (duly signed) original and four Photocopies or copies by any other process.

A. The invoice should show the name and address of the importer, quantity and detailed description of each item supplied; sales price for each item reflecting all trade discounts the basis of delivery (FOB, C&F and CIF and FAS) of the goods, the sterling cost of any incidental services including delivery services or marine or transportation insurance and the sterling cost of such insurance,

2. *Evidence of shipment.*—Bill of lading or substitute one copy (or photostat) or ocean or charter party bill of lading or airway bill, or parcel post receipt. The Bill of Lading shall indicate the carrier's statement of charges in whatever currency it is paid.

3. Payment certificate in the form prescribed (Annexure IX) four copies duly signed. (Not required in respect of contracts for which a contract certificate (chemicals) in the form at Annexure VIII has been provided).

4. *Additional Documentation.*—Such additional or substitute documentation as may be specified from time to time by the Government of India.

ANNEXURE IV

Form of Utilisation Report in Respect of U. K. Credits

(To be furnished separately in respect of each licence).

1. Name of the Importing Firm.
2. Particulars of U. K. Credit.
3. No. and Date of the import licence.
4. Value of the Import Licence.
5. Value of the complete contracting documents forwarded so far to the Ministry of Finance (Please give details of Contract Nos. and Value).
6. Value of the Contracts approved by the U. K. Government as notified by the High Commission of India.
7. Payments made to the U. K. Suppliers (up-to-date).
8. Payments yet to be made in respect of the contracts already approved.
9. Value of further orders intended to be placed on U. K. Suppliers.
10. Surrenders, if any.

Signature of the authorised Officer of the Importing Firm.

ANNEXURE V

FORM OF APPLICATION FOR RELEASE OF GUARANTEE.

To

The Senior Accounts Officer,
Ministry of Finance,
Department of Economic Affairs,
Jeevan Deep Building,
Parliament Street,
New Delhi.

Sir,

We are furnishing below detailed information on the rupee deposit made by us in discharge of our obligations under Guarantee No.dated..... for an amount of Rs. with the request that the same may be released and returned to us :

1. The name and full address of the Importer/licensee on whose behalf the guarantee was furnished.
2. The import licence No., date, value and brief description of the commodities allowed for import thereunder.
3. Particulars of the authorisation (s) for opening Letters of Credit obtained from the Ministry of Finance.
 - (a) Letter No. and Date.
 - (b) Amount of authorisation.
 - (c) U. K. Loan No.
4. Particulars of Imports and rupee deposits made (to be given separately for each letter-of-credit-Authorisation).
 - (a) Particulars of Letters of Credit opened (No., date, value and the suppliers name).
 - (b) Invoice No. and date relative to each letter of credit.
 - (c) Amount of invoice (net) in sterling.
 - (d) Amount of rupee deposit.
 - (e) Relative challan No. and date and the name of Treasury/Bank.
 - (f) If by demand draft, No., and date of the demand draft and the No. and date of the Letter with which the draft was sent to the State Bank of India, Delhi.
5. Amount utilised and balance unutilised (sterling) in each Letter of Credit authorisation.

II. We certify that :

- (I) * The balance amount of £ available in the authorisation(s) given by the Ministry of Finance has not been utilised/will not be utilised.

OR

No letter of credit was opened under the authorisation(s) and the authorisation(s) lapsed.

OR

The letter(s) of credit opened against the authorisation letter(s) expired unutilised.

OR

and (3) Our obligations under the guarantee in question have been duly discharged.

III. We request that the guarantee may please be released and returned to us for cancellation.

Yours faithfully,

Authorised Officer for and on behalf of I.C.I.C.I.

* whichever is applicable.

ANNEXURE VI

UNITED KINGDOM/INDIA I.C.I.C.I. LOAN, 1968

CONTRACT CERTIFICATE

Particulars of contract

1.	Date of Contract	Contract No.	Import Licence No.	Date
2.	Description of goods works and services to be supplied to the purchaser.	United Kingdom Origin	Non-United Kingdom Origin	
3.	Total [estimated] contract price payable by purchaser.	Sterling	Other Currency, if any	
4.	Estimated amounts, if any, paid (or to be paid) by the Contractor in respect of goods or services of non-United Kingdom origin procured (or to be procured) by the Contractor for the purposes of the Contract.	In respect of non-United Kingdom goods and services (a) goods or materials (b) work to be done or services performed in Purchaser's country (c) Know-how. (d) plans, designs and technical documentation (e) other services.		

5. I hereby declare that I am employed in the United Kingdom by the Contractor named below and have the authority to sign this certificate. I hereby undertake that in performance of the Contract, no goods or services which are not of United Kingdom origin will be supplied by the Contractor other than those specified in paragraph 4 above.

Signed
 Position held
 For and on behalf of.....
 (Name and address
 of Contractor.....
 Date.....

NOTES 1: For the purposes of this declaration the United Kingdom includes the Channel Islands and the Isle of Man.

2. For Chemicals and Allied Products use certificate Appendix C (Chemicals).

ANNEXURE VII

NOTIFICATION OF CONTRACT

UNITED KINGDOM/INDIA I.C.I.C.I. 1968

To

The Ministry of Overseas Development,
 Eland House,
 Stag Place,
 London, S. W. 1.

Notification of Contract No.....

The following are details of a contract under which it is proposed that payments shall be made in accordance with the terms and conditions of the above loan.

1. Name and address of United Kingdom contractor.
2. Date of Contract.
3. Name of Indian Purchaser.

4. Short description of goods and/or works or services.
5. Value of Contract.
6. Terms of Payment.

Signed on behalf of the importer.

Date.....

Countersigned

Date Signature of the Authorised Officer of the I.C.I.C.I.

ANNEXURE VIII

UNITED KINGDOM/INDIA ICIA LOAN, 1968

Contract Certificate for Chemicals and Allied Products only

1. Date of Contract.....Contract No.....Import Licence No.....Date.....

2. Description of Product (s) to be supplied to Purchaser (Note A)	Price	U.K. Tariff Classification No. Note B)	Classi- fication No.	Is the product of U.K. origin ? (See Note C) State 'Yes' or 'No'

3. Total [Estimated] Contract Price payable by Purchaser in Sterling

4. Declaration) I hereby declare that I am employed in the United Kingdom by the Contractor named below and have the authority to sign this certificate, and that the above information is correct.

Signed

Position held

Name and address of Contractor.....

Date.....

NOTES

A. This form is only to be used for chemical and allied products, most of which are covered by the appropriate sub-headings of Chapters 15, 25, 26, 28—35, and 37—40 of the U. K. Tariff.

B. See :—

(i) H. M. Customs and Excise Tariff H. M. S. O.

(ii) Classification of Chemicals in Brussels Nomenclature H.M.S.O.

C. (i) A product is registered as of 'U.K. origin' if made either or wholly from indigenous U.K. materials OR according to the appropriate EFTA qualifying process using imported materials wholly or in part.

(ii) The EFTA qualifying processes are set out in Schedule I of the 'EFTA Compendium for the Use of Exporters', H.M.S.O.

(iii) For the purposes of this declaration it is to be emphasised that the 'alternative percentage criterion' DOES NOT APPLY.

(iv) The words 'Area Origin' where they appear in the above Schedule must be taken to mean 'U.K. Origin' only.

(v) For the purposes of this declaration, the 'Basic Materials List' (Schedule III of the EFTA Compendium) DOES NOT APPLY.

(vi) If a qualifying process is not listed for the material in question, advice should be sought from Loans Administration Section, Finance Department, Ministry of Overseas Development, Eland House, Stag Place, London, S.W. 1.

D. For the purpose of this declaration the United Kingdom includes the Channel Islands and the Isle of Man.

ANNEXURE IX

UNITED KINGDOM/INDIA I.C.I.C.I. LOAN, 1968

Payment Certificate

I hereby certify that

- (i) the payments referred to in the invoices listed below, which or copies of which accompany this payment certificate, fall due and are to be made in respect of Contract No. dated between the contractor named below and/Purchaser/..... and are in accordance with the particulars of this contract notified in the contract certificate signed on behalf of the said contractor on

Contractor's Invoice No.	Date	Name and address of Contractors	Amount	Short description of goods, work and/of Service.
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- (ii) there are included in the above-mentioned invoices the following amounts in respect of the non-United Kingdom goods or services specified in paragraph 4 of the contract certificate.

- (a) £
- (b) £
- (c) £
- (d) £
- (e) £

- (iii) apart from the amounts specified in paragraph (ii) all the amounts specified in paragraph (i) are payable in respect of goods and services of United Kingdom origin.

- (iv) I have the authority to sign this certificate on behalf of the contractor named below.

Signed.....
Position held.....
For and on behalf of.....
Name and address of Contractor.....
Date.....

NOTE: For the purpose of this declaration the United Kingdom includes the Channel Islands and the Isle of Man.

R J. REBELLO,
Chief Controller of Imports & Exports.